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**DEVELOP, MAINTAIN, AND OPERATE
THE RICKENBACKER AND VENETIAN CAUSEWAYS AND ASSOCIATED RECREATIONAL ELEMENTS**

1. Background

The Miami-Dade County Parks, Recreation and Open Spaces Department ("PROS") services approximately 25 million people per year who use County parks, greenways, and Causeways, attend County events, and/or participate in County programs. A three-time winner of the National Gold Medal for excellence in park and recreation administration and the only municipal park system of its size to be awarded National Accreditation from the Commission on Accreditation of Park & Recreation Agencies, PROS is one of the busiest and largest Park, Recreation and Open Spaces agencies in the United States. PROS received the 2009 and 2013 Governor's Sterling Award, which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations, and is the first park and recreation agency in the State of Florida to receive this Award. As the third-largest accredited park system in the United States, PROS manages, maintains and programs more than 275 parks, recreation facilities, greenways, including two Causeways, and the beautification of open space rights-of-way areas, and provides park and recreation services to a resident population of 2.8 million. For additional information on PROS, visit their website at <http://www.miamidade.gov/parks>.

The Causeways are an essential component of the Greenways and Great Streets Vision outlined in the Miami-Dade County Parks and Open Space System Master Plan, approved by the Board of County Commissioners in 2008 and incorporated in the Comprehensive Development Master Plan in 2009 to guide existing and future development. The Rickenbacker and Venetian Causeways are traveled by more than 11 million vehicles annually, and cyclist and pedestrian counts for the Rickenbacker Causeway alone are estimated at approximately 500,000 cyclists and 250,000 pedestrians per year. The Rickenbacker Causeway is a Heritage/Scenic Street as defined in the OSMP. Both Causeways are key pieces of the green infrastructure providing connectivity for the County's transportation corridors, particularly in their connections to the Miami Loop, consisting of The Underline, Ludlam Trail, and Miami River Greenway. It is anticipated that the successful completion of the Project will help the County further realize the vision contained in the OSMP and significantly improve the safety for pedestrians and cyclists; improve the overall quality of life for its citizens and visitors; and improve access from downtown Miami to recreational amenities, heritage sites, scenic natural resources, parks, beaches, and public spaces on Virginia Key, Key Biscayne, and Miami Beach.

PROS currently manages and maintains the subject Causeways of this Solicitation; to wit, the Rickenbacker Causeway and the Venetian Causeway. A brief history and description of these Causeways follows:

- Originally opened in November 1947, the four-mile **Rickenbacker Causeway** connects Miami to the barrier islands of Virginia Key and Key Biscayne across Biscayne Bay and includes three bridges: Bear Cut Bridge, West Bridge, and William Powell Bridge. The Causeway provides access to the Miami Seaquarium, the University of Miami Rosenstiel School of Marine and Atmospheric Science, the MAST Academy, Virginia Key Park, and the Miami Marine Stadium on Virginia Key; the County Beach Parks along Hobie Island and Virginia Key; and Crandon Park, the Village of Key Biscayne, and Bill Baggs Cape Florida State Park on the island of Key Biscayne. While it serves as a key transportation corridor, it is also one of the most popular locations for thousands of residents and visitors who enjoy cycling, walking, exercising, picnicking, swimming, fishing, nature viewing, and other leisure recreation activities, and including the unique open sky experience enjoyed while driving along the Parks and Causeway.

In 1985, the William Powell Bridge was constructed to replace the prior bridge. In 2011, the West Fishing Pier adjacent to the bridge was demolished. Beginning in 2012, the Bear Cut and West Bridges underwent significant repair and rehabilitation, including the demolition and construction of a new superstructure, with work completed in 2014. Regular maintenance continues to be performed by PROS and the Miami-Dade County Department of Transportation and Public Works (“DTPW”).

In addition to being a key vehicular transportation corridor for the County, the Rickenbacker Causeway is also highly used by pedestrians, joggers, runners, bicyclists, and other residents and visitors who enjoy the leisurely walks and picnics on the beach. The Causeway is part of the Miami-Dade County Greenway Network which, along with other greenway trails, provides a cycling route from Key Biscayne to Florida City.

- Originally constructed in 1927, the **Venetian Causeway** crosses Biscayne Bay between the City of Miami on the mainland and the City of Miami Beach, spanning 11 man-made Venetian Islands across 12 bridges (10 fixed and two bascule bridges). A long-standing and unique feature of Miami-Dade County, the Venetian Causeway was included in the National Register of Historic Places in 1989, and the cities of Miami Beach and Miami have also designated the Causeway as a local historic landmark.

In 1999, the Florida Department of Transportation (“FDOT”) completed a multimillion restoration project of the Causeway consisting of major rehabilitation of the beams and decks for all 12 bridges, the complete replacement of the bascule portion of the East Venetian Bascule Bridge, and the replacement of approximately 70% of the West Venetian Bascule Bridge, including the bascule span itself. Between 2009 and 2011, the County conducted a major rehabilitation to repair the Causeway bridges’ beams and decks, with the scope of work for this project including major repairs to the support beam, the removal of existing concrete and the addition of new, reinforcing concrete. Major repairs were also performed on the diaphragm, the deck underside and the support piers. Since that time, DTPW Road and Bridge Maintenance crews have provided regular maintenance, and additional bridge repairs have been performed; however, due to their location in Biscayne Bay and low elevation, the Causeway bridges have been and continue to be subject to the typical deterioration caused by a harsh marine environment. Accordingly, as a result of this wear and tear, the Causeway is currently subject to weight restrictions which are enforced by FDOT. While it serves as a key transportation corridor, it is also a popular location for cycling and other leisure recreation activities along the Park and Causeway.

2. Scope of Work/Objectives

The Scope of Work for the Project includes the design, construction, financing, operation, repair, and maintenance of the Rickenbacker and Venetian Causeway, including permitting, environmental approvals, and the development of park and recreational elements for public use. In addition to providing for vehicular travel on the Causeways, the Project should also provide for safe, accessible, connectivity for pedestrians walking, jogging, running, and cycling utilizing the greenway trails along the Causeways in alignment with Vision Zero, a multi-national road traffic safety project that aims to ultimately eliminate fatalities or serious injuries involving road traffic. The Project shall provide enhanced recreational opportunities available on County-owned lands located along these iconic scenic greenways.

Accordingly, through this Project, the County seeks to accomplish the following Project objectives:

- (a) Development of the Rickenbacker Causeway to allow for the improvement of the Greenway and Causeway, including bicycle and pedestrian lanes physically separated and protected from vehicular traffic by various means such as raised sections of trail while preserving the scenic open to the sky views;
- (b) Modification of the bridges and roadways along Rickenbacker Causeway, including William Powell Bridge, and West Bridge with a special emphasis on preserving and enhancing the “heritage and scenic street” character of the causeway as described in the OSMP;
- (c) Replacement of Bear Cut Bridge;
- (d) Construction of a protected bikeway and pedestrian walkway;
- (e) Hardening of the Rickenbacker and Venetian Causeways infrastructure to provide resiliency and mitigate future sea level rise;
- (f) Creation of an iconic, state of the art observation deck on the Rickenbacker Causeway;
- (g) Implementation of a holistic and integrated approach to the expansion and redesign of the Public Park land and public beaches along the entirety of the Rickenbacker Causeway and development of Public Park Concessions;
- (h) Development and construction of an interpretive resiliency center at Rickenbacker Causeway as well as other amenities including, but not limited to, a trailhead, comfort stations, and bike repair stations;

- (i) Demolition of existing fishing pier and development and construction of a new fishing pier(s) at the Rickenbacker Causeway with adjacent Concession(s);
- (j) Replacement of the ten (10) fixed and one (1) bascule bridges at the Venetian Causeway;
- (k) Addition of protected bike lanes along the Venetian Causeway;
- (l) Hardening of existing seawalls and island shoreline protection, as needed;
- (m) Development and construction of Park recreational amenities along the Venetian Causeway; and
- (n) Transfer of toll collection, operational, repair, and maintenance obligations of the Rickenbacker and Venetian Causeways to the Concessionaire for the term of the Project/Concession Agreement.

Proposers must comply with any and all areas of the Technical Specifications that are applicable to their proposed Project.

3. Land Availability/Acquisition

The Project will be located within the County's rights-of-way of the Rickenbacker Causeway and the Venetian Causeway. If any other private or non-public right of way land is required for the Project, the acquisition of such land shall be the responsibility of the Concessionaire, at its sole expense. The County, at its sole discretion, may facilitate land acquisition through any and all available means with the Proposer bearing all costs, including the cost of County Personnel, for the Project purposes defined herein.

Additionally, the Concessionaire may be required to obtain rights to use or improve submerged land from the County and/or other parties as may be necessary in order to complete the Project. The acquisition or agreement for use of any submerged land and any permits or approvals required from the entity having jurisdiction shall be the sole responsibility of the Concessionaire, at its sole expense, on behalf of the County.

4. Financing Structure and Source of Funding

4.1 Costs

The Concessionaire shall finance and/or fund all of the Work and Services with respect to the Project for the term of the Project/Concession Agreement, as further defined below:

- (a) Concessionaire shall bear all Project costs.
- (b) Concessionaire shall be responsible for the assumption of all existing debt obligations for the Causeways.
- (c) The County shall not incur any costs for the Project.
- (d) The County shall not be responsible for cost overruns.

Notwithstanding the Concessionaire's responsibility to finance and/or fund all of the Work and Services for the Project, the County reserves the right to make a milestone payment(s) to the Project, as stated in the Project/Concession Agreement, related to any federal funding or other funding received by the County for this Project.

4.2 Toll Revenues

The Concessionaire will be entitled to set and collect revenues from the toll operations of the Causeways for the term of the Project/Concession Agreement, including escalations, as may be negotiated between the parties. Notwithstanding the foregoing, any proposed rates under the Project/Concession Agreement for annual plans will be negotiated between the Concessionaire and County, with any such proposed rates subject to Board of County Commissioner approval. Additionally, it is the County's intent to use any milestone payment(s) as noted above to defray escalation of the toll rates, as negotiated between the parties during the Interim Agreement.

4.3 Concession Revenues

In the County's sole discretion, and subject to negotiations, the Concessionaire shall be entitled to set and collect concession revenues, including interpretive center operations, food and beverage and other retail sales, recreational concessions, naming rights, and digital or any other form of advertising. The Concessionaire shall not be entitled to forms of revenue including those related to all forms of utilities, cell phone towers, dark fiber, and real property interests on public property.

4.4 Federal Funding

The County anticipates applying to the FDOT/FHWA funding program for the Project. The Project Development and Environment Study (PD&E) phase for the 11 bridge replacement on Venetian Causeway is in the final stage, to be concluded in September 2021. See the LAP Agreement for the Hobie Island North Side Shoreline and Roadway Protection project. The Concessionaire shall assist the County throughout any grant process.

5. Financial Responsibility

The Concessionaire shall provide any and all financing required to meet its obligations during the term of the Interim Agreement and the term of the Project/Concession Agreement. The financing may be provided through private debt or equity for the anticipated costs of the Project, including reasonable reserves to address operation lifecycle replacement and contingencies. The Concessionaire must have the capacity to finance the Project from construction, during operations and to the end of the term of the Project/Concession Agreement. The Concessionaire must ensure the availability of moneys that will meet Project funding demands.

The County will not share in any of the costs for the Project during the Interim Agreement and Project/Concession Agreement. However, the County may negotiate the terms of the Interim Agreement to provide compensation to the Concessionaire in the event of termination of the Interim Agreement.

6. Disclosed Data

In order to assist Proposers in their development of Proposals, in addition to other information that is publicly available, the County is providing the studies and other analyses set forth in the **Technical Specifications** and the **Parks Open Space Master Plan** hereto or which may be issued via addenda (the "Disclosed Data"). It is each Proposer's responsibility to have conducted its own analysis and review of the Project and to have satisfied itself as to the accuracy, completeness and applicability of any Disclosed Data upon which it places reliance in connection with preparation of its Proposal, and to assess all risks related to the Project. Without limiting the Concessionaire's right to claim relief under the terms of the Interim Agreement or Project/Concession Agreement, no Proposer shall be entitled to, and agrees not to make, any claim against the County or any of its officers, officials or representatives, whether in contract, tort or otherwise, on the grounds of (a) any misunderstanding or misapprehension in respect of the Disclosed Data, or (b) that incorrect or insufficient information relating to the Disclosed Data was given to it by any person other than the County.

7. Revenue to the County

The County anticipates receiving a form of revenue compensation from the Project in the form of a share of miscellaneous fees and charges, concession revenues, upfront payments or other forms of compensation, subject to negotiations by the parties during the Interim Agreement.